

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

5600001836

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

County of Alameda Sheriff's Office

2. The term of this Agreement is: July 1, 2011 through June 30, 2016

3. The maximum amount of this Agreement is: **\$105,922,194.00**
One Hundred Five Million, Nine Hundred Twenty-Two Thousand, One Hundred Ninety-Four Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B-1 – Funding Summary	1 page
Exhibit B-2 – Monthly Invoice	1 page
Exhibit B-3 – Register of Participation	1 page
Exhibit C – General Terms and Conditions	4 pages
Exhibit - D Special Terms and Conditions	13 pages
Attachment 1 – Allowed Costs	4 pages
Attachment 2 – Per Diem Calculation	2 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Alameda Sheriff's Office

BY (Authorized Signature)

DATE SIGNED (Do not type)



4/29/11

PRINTED NAME AND TITLE OF PERSON SIGNING

Gregory J. Ahern, Sheriff

ADDRESS

5325 Broder Blvd.
Dublin, CA 94568

STATE OF CALIFORNIA

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)

DATE SIGNED (Do not type)



5/19/11

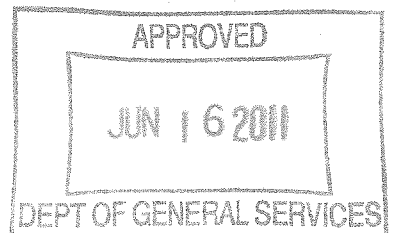
PRINTED NAME AND TITLE OF PERSON SIGNING

Stacy Lopez-Kassis, Associate Director, Office of Business Services

ADDRESS

10000 Goethe Road, Suite C1, Sacramento, CA 95827

California Department of General
Services Use Only



☐ Exempt per:

APPROVED AS TO FORM
RICHARD E. WINNIE

By 

I. AGREEMENT PROVISIONS

The County of Alameda, herein referred to as County, shall provide for the care, confinement and security of the California Department of Corrections and Rehabilitation (CDCR) State inmates while pending revocation or returned to custody. Services shall be provided at the Santa Rita Jail (SRJ) in Dublin, California.

State inmates housed at the SRJ remain under the legal custody of the CDCR.

The County agrees to provide up to 750 beds per day subject to availability.

The County agrees to staff the facility to ensure that State inmates are supervised and provided program services, but only to the extent and in the same manner as County inmates. The County has the authority, when deemed necessary, to co-mingle CDCR inmates with the County general population.

Costs for such supervision and services are included in the negotiated daily per diem rate. For the term of this Agreement State inmate release transportation costs are included in the total cost of this Agreement (Exhibit B-1).

II. PROGRAM PROVISIONS

A. The County shall:

1. Reserve the right to reject the selection of on-site CDCR staff prior, or subsequent to, selection with notification to the CDCR Assistant Regional Administrator. The County shall provide documentation of the issue that affects the SRJ operations.
2. Make available offices and other space necessary to accommodate CDCR staff performing administrative, classification, liaison and revocation activities.
3. Provide CDCR with a daily list of State inmate intake and departure counts to and from the SRJ.
4. Provide CDCR staff with Hold and Warrant information upon completion of query.
5. Provide access to phone lines and janitorial services for offices occupied by CDCR staff at no additional cost.
6. Provide telephone invoices detailing monthly CDCR actual telephone activity by phone number or unique identification that can easily match to the services performed by CDCR staff.

B. CDCR shall:

1. Reserve the right to reject the selection of on-site SRJ staff prior, or subsequent to, selection with notification to the Contractor. The CDCR shall provide documentation of the issue that affects the SRJ operations.
2. Comply with policy and procedures for the SRJ operations.
3. Provide office furnishings and equipment for CDCR staff.
4. Upon receipt of an itemized invoice detailing local, long distance and one-time setup telephone and data line charges incurred by CDCR staff, CDCR agrees to reimburse Contractor.

C. Mutual Aid:

It is anticipated that Parole Agents (PAs) may witness incidents while at the SRJ that may require rendering of mutual aid. Since PAs are peace officers, it is expected that guidelines be established specifying the PAs responsibility pursuant to PC830.5(a)(5) authorizing PAs to provide mutual aid and assistance to law enforcement personnel under the following conditions:

1. The PA, while performing his or her usual or authorized duties, reasonably perceives an imminent life-threatening situation to other law enforcement personnel.
2. Local law enforcement personnel are observed to exhibit a clear and present need for assistance and the agent is called on for assistance.
3. PAs should render assistance that is the least endangering to themselves and third parties as circumstances and actual conditions warrant.
4. PAs shall not exceed the reasonable capability of their current resources in rendering aid to other law enforcement personnel.
5. PAs are prohibited from responding to routine radio traffic unless parolees or civil addicts are involved. If a response is necessary concerning a parolee or civil addict, agents may respond pursuant to current policies and procedures.

D. Selection of State Inmates:

CDCR will retain the right to select and assign State inmates to the SRJ. The County retains the right to exclude specific individual State inmates for security or medical issues requiring inpatient health care at the time of assignment. State inmates whose behavior proves unmanageable will be removed upon the request of the Facility Commander when such request is accompanied by a Sheriff's In-Custody Misconduct Report. The CDCR agrees to remove subject inmate within three (3) working days, unless a parole revocation hearing has already been scheduled at the SRJ. In those instances, the State inmate will be transferred upon completion of their revocation hearing on the next available CDCR transportation vehicle.

E. Booking Services:

The County agrees to provide full booking services of State inmates. Booking services include a check for hold(s), warrant(s) and detainer(s) at Reception and Release from the county facility. The County will photograph each State inmate displaying applicable detail and, upon request, provide a copy of the photograph and booking demographics to CDCR staff. The County agrees to provide CDCR staff access to State inmate files, including State inmate files maintained in the Automated Jail Information System. Such access will be limited to Location Assignment, Location History, Scheduled Appointments, Movement History, Custody Summary and Custody Detail. Access to Classification, Accounting and Disciplinary records shall be made through the designated CDCR Representative or SRJ Accounting Technician.

F. Transportation:

The State agrees to deliver and receive all State inmates under PC Section 3056, excluding medical transportation and State inmates booked directly into the SRJ. The CDCR will provide SRJ with a Transport List and a "Notice of Return To Prison," CDCR Form 1018, for each scheduled transport day. The County will confirm State inmate availability and return the final Transport List to the CDCR within 24 hours of receipt. The CDCR will not compensate the County for the cost of housing inmates beyond the scheduled day who are confirmed by the County as "ready to transport" and unavailable on the scheduled day, unless such delays are beyond the control of the County.

The County shall provide all medical transportation for State inmates between County facilities. All normal State inmate transportation will occur Monday through Friday, 0800 to 1700 hours. This contract shall not preclude delivery and pickup of individual State inmates prior to or after normal hours by PAs or other law enforcement personnel. If this need occurs, the CDCR transportation staff will notify the County as soon as possible of estimated time of arrival. State inmates must be waiting in Reception and Release, processed and ready for departure in a timely manner.

G. Inmate Release Process:

The County agrees to provide all released State inmates with tokens, tickets and/or funds sufficient to transport the State inmates back to either home or county of parole. The CDCR will provide itinerary to the State inmate explaining method(s), time(s) and route(s) of transportation to destination and provide the County with the total of funds for the State inmate prior to the State inmate's release date. Funds disbursed by the County, pursuant to this provision, shall be reimbursed by the CDCR.

H. Limitations on Authority to Release:

A state inmate assigned to the SRJ by CDCR shall not be released on his or her own recognizance, on bail, on completion of local sentence, or for any other reason. CDCR staff shall order releases in writing based on removal of the CDCR hold, completion of revocation period set by the CDCR, BPH, or completion of State prison term.

I. Medical Care:

All required routine, non-routine and emergency medical care for State inmates housed at the SRJ, should be afforded in the same manner as County inmates, and regardless of cost. Long-term non-routine medical services are the responsibility of the CDCR.

If a State parolee in the custody of the city or county requires non-routine medical care after being received, the city or county must provide verbal notification to the Unit Supervisor of the respective parole unit within 24 hours. The city or county shall document action taken towards verbal and written notification.

If a State inmate requires non-routine medical services while in the care of the SRJ, excluding injuries sustained at the SRJ, the CDCR retains the right to release the CDCR parole hold and/or remove said State inmate from the care of the County.

If the State inmate is continued on the parole hold, the CDCR agrees to the removal of hospitalized State inmate by the 7th day of hospitalization providing the County has notified the CDCR on or prior to the 4th day of hospitalization.

The CDCR shall release the State inmate from the care of the County within 48 hours of receiving written request. The written request to the CDCR must provide the specific nature and level of medical services required. Under no circumstances shall the County delay or withhold emergency medical services while awaiting the CDCR's disposition of such notice. Such notification shall be done in writing to the designated CDCR's staff at the following address:

Department of Corrections and Rehabilitation
Division of Adult Parole Operations, Region II HQ
1515 Clay Street, 10th Floor
Oakland, CA. 94612
Phone: (510) 622-4701 or FAX: (510) 622-4720

For email notification:

Sibyl Golson, Parole Agent III – sibyl.golson@cdcr.ca.gov
Flora Allen, HQ Healthcare Coordinator – flora.allen@cdcr.ca.gov

Failure to provide such notification shall invalidate the obligation of the CDCR to assume financial responsibility for non-routine medical services or to permit a release and/or transport of the State inmate from the County to CDCR custody.

In the event the State inmate's hold is continued and the CDCR receives proper notice but is unable to remove the State inmate, the State shall reimburse the County for the authorized cost of non-routine medical care incurred by the County beyond 48 hours of notice. The CDCR's obligation for reimbursements under terms of this agreement does not extend beyond the County.

Non-routine medical services of a non-emergency nature, which necessitate continuing medical care beyond 48 hours of notice, require written pre-authorization from the CDCR.

J. Inmate Discipline:

State inmates assigned to the SRJ will be required to follow all applicable rules established by the Sheriff. The administration of discipline to State inmates and any resultant appeals by State inmates will be handled in accordance with the provisions in place for County inmates. The County will provide the CDCR's staff a copy of reports for all disciplinary actions related to State inmates.

K. Report Review:

The County agrees to provide received and released reports, population reports and the agency billing invoice reports to the CDCR staff for review to ensure information provided to the CDCR is accurate. Reporting shall include correction of previously identified discrepancies in the computer booking process of the State inmates within a 24-hour period. Discrepancies include, but are not limited to, Name, CDCR number and appropriate penal code section. Any discrepancies reported by CDCR staff shall be corrected by the County and corrections provided daily to the designated CDCR staff.

In addition, the County shall provide daily to CDCR, in a mutually agreed format, a tracking report that includes:

- State Inmates received the previous day at the SRJ.
- Non-felons (N numbers, Civil Addicts) 3151 Welfare and Institutions ("W&I Hold" - Identify all received and released in this category).
- All State inmates held with PC 3056 (CDCR Hold Only-Legal Custody) and
- PC 5054.1 (Returned-to-Custody) re-entry inmates pending court proceedings.

L. Operational Review:

The Facility Commander and designated CDCR staff will meet as needed to discuss and resolve ongoing mutual administrative concerns and operational problems. An agenda will be prepared and items discussed will be promptly noted in meeting minutes with copies distributed as directed by the Sheriff and the CDCR. If the County and the CDCR cannot resolve mutual disagreements related to direct State inmate operational problems, the County will make the final decision.

- M. Gun Storage:
The County shall provide storage space at the SRJ for firearms brought to the facility by any CDCR peace officer involved in the hearing process or who are on any official CDCR business.
- N. Visiting Programs:
Visitation will be provided to State inmates, but only to the extent and in the same manner as it is to County inmates.
- O. Canteen/Trust Accounts:
State inmates will have the right to access trust accounts and make canteen purchases, but only to the extent and in the same manner as County inmates. Net proceeds from canteen purchases will remain in the County Inmate Welfare Fund. County Inmate Welfare Fund revenues must be accounted for separately from general contract funds.
- P. State Inmate's Property:
The County will maintain State inmate's personal property, but only to the extent and in the same manner as County inmates.
- Q. Recreational and Religious Programs:
The County will provide recreational and religious program services for State inmates, but only to the extent and in the same manner as provided to County inmates.

III. ALAMEDA COUNTY SHERIFF'S OFFICE CONTACT INFORMATION

Notices, correspondence or communication relating to this agreement should be directed to:

Alameda County Sheriff's Office
Detention & Corrections Administration
Contracts Lieutenant
5325 Broder Blvd.
Dublin, CA 94568
Phone Number (925) 551-6553

IV. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

Should questions or issues arise during the term of this agreement, contact the following CDCR offices:

- Billing/Payment Issues:
Headquarters Accounting Office
Phone Number: (916) 255-5404 or FAX Number: (916) 255-5411
- Scope of Service/Performance Issues:
Division of Adult Parole Operations
Phone Number: (916) 445-6200 or FAX Number: (916) 327-0785
- General Contract Issues:
Office of Business Services
Phone Number: (916) 255-6196 or FAX Number (916) 255-6187

1. Agreement Compensation

The State agrees to reimburse the County for services rendered as follows:

- a.** Any and all services provided by the County to the State under terms of this agreement are included in the per diem rate. The only exception is that the State will reimburse the County monthly for actual State inmate release transportation expenses paid by the County. During the period July 1, 2011 through June 30, 2016, the State agrees to reimburse the County for the actual number of beds occupied based on the currently approved per diem rate of \$77.17. See exception in Exhibit A, Section II, Program Provisions, G "Inmate Release Process", I. "Medical Care" and Exhibit B "Agreement Compensation" of this agreement.
- b.** The State is prohibited from reimbursing the County more than the average amount it costs the State to provide the same services to similar inmates in State institutions. Expenses for calculating the annual per diem rate must be consistent with Section 2910 of the California Penal Code (PC). The legislative maximum amount that can be paid by the State is presently set at \$77.17 per inmate per day.
- c.** The County and CDCR will negotiate the per diem rate annually by the authority provided under PC 2910. The per diem will be the total compensation for all services referenced in this agreement except for actual State inmate release transportation expenses. A new per diem rate shall be based on the Daily Jail Rate (DJR) established by the CDCR, Office of Audits and Compliance (OAC) for the applicable period. DJR guidelines are outlined in the Daily Jail Rate Manual For Reimbursements Under Section 4016.5 of the Penal Code, Section 1776 of the Welfare and Institutions Code (DJR Manual), which is made available annually by the CDCR, Office of Audits and Compliance. In addition to costs specifically allowed for the DJR calculation, the new per diem rate may include all booking fees and medical costs incurred by the County for housing State inmates under this agreement.
- d.** Until a new per diem is negotiated between the County and the State, the State shall reimburse the County at the currently approved agreement rate. During this time, the County must continue to accept all State inmates at the SRJ. Any change to the per diem rate that results from an adjustment to the legislative maximum payable by the State for this agreement shall become effective as provided for by the applicable revision to the Budget Act and shall be applied retroactively to services provided during the applicable fiscal period.
- e.** The State shall commence the deactivation of State inmates on May 1, 2016, effecting removal of all inmates from the SRJ prior to June 30, 2016, and shall only compensate the County for actual beds filled through June 30, 2016, unless there is a new agreement to extend the term.

2. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor in accordance with Exhibit B-1, Rate Sheet which are attached hereto and made a part of this Agreement.
- b. No later than forty-five (45) days following each month, the County shall submit a Monthly Invoice (Exhibit B-2) and a Register of Participation (Exhibit B-3). Each form must have an original signature of the Facility Commander. Each monthly invoice shall be sequentially numbered.

Invoices shall include the Agreement Number and Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation
Division of Adult Parole Operations
Parole Region II Headquarters
ATTN: Deputy Regional Administrator, Support Services
1515 Clay Street, 10th Floor
Oakland, CA 94612

3. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

5. Subcontractors

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor

agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

FISCAL YEAR FUNDING SUMMARY

Santa Rita Jail
PC2910 Detention

Contract Year	Period	FY	No. Days Per Year	Contracted Beds	Budgeted Per Diem	Budgeted Detention Costs	Budgeted Release Transportation Funds (1)	Total Budget Allocation
1	7/1/11 - 6/30/12	11/12	366	750	\$ 77.17	\$ 21,183,165	\$ 36,000	\$ 21,219,165
2	7/1/12 - 6/30/13	12/13	365	750	\$ 77.17	\$ 21,125,288	\$ 36,000	\$ 21,161,288
3	7/1/13 - 6/30/14	13/14	365	750	\$ 77.17	\$ 21,125,288	\$ 36,000	\$ 21,161,288
4	7/1/14 - 6/30/15	14/15	365	750	\$ 77.17	\$ 21,125,288	\$ 36,000	\$ 21,161,288
5	7/1/15 - 6/30/16	15/16	366	750	\$ 77.17	<u>\$ 21,183,165</u>	<u>\$ 36,000</u>	<u>\$ 21,219,165</u>
						\$ 105,742,193	\$ 180,000	<u>\$ 105,922,193</u>

¹ Allowance of \$48 per year per bed day

MONTHLY INVOICE
PC 2910 CONTRACT PROGRAM

COUNTY OF ALAMEDA
And
STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

SUBMITTED BY:	VIA:	TO:
Fiscal Director Alameda County Sheriff's Office 5325 Broder Blvd. Dublin, CA 94568	Dept. of Corrections & Rehabilitation Division of Adult Parole Operations ATTN: Asst. Regional Administrator Support Services 1515 Clay Street, 10 th Floor Oakland, CA 94612 (510) 622-4701	Dept. of Corrections & Rehabilitation Accounting Services 10000 Goethe Rd., Bldg B, 2 nd floor Sacramento, CA 95827 (916) 255-2042

In accordance with the terms of **Agreement No.** _____, payment is requested for services satisfactorily provided during the month of _____, 20__

Line 1	TOTAL PARTICIPANT DAYS	_____	
Line 2	DAILY PER DIEM RATE	X \$ 77.17	
Line 3	Per Diem Payment Requested (Total participant days x daily per diem rate)	_____	Line 1(b) X Line 2
Line 1	Total number of State inmates releases requiring expenditures for transportation	_____	
Line 2	Release Transportation Expenditures	_____	
	TOTAL PAYMENT REQUEST	_____	

CLAIM CERTIFICATION:

I hereby certify under penalty of perjury that the City named herein is entitled to amount claimed, that the claim within is in all respects a true and correct statement of costs incurred under **Agreement No.** _____ and that this certification is not in violation of any of the provisions in Government Code Sections 1090 and 1096, inclusive.

_____ Signature of Facility Commander	_____ Date	_____ Signature of State Representative	_____ Date
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Note:

⁽¹⁾Total participants days is obtained from attached Register of Participation form (Exhibit C), which includes the first day of participation, but not the last day.

REGISTER OF PARTICIPATION

FOR MONTH OF: _____ **YEAR:** _____

Booking Number (1)	Last Name (2)	First Name	CDCR Number (3)	R or C	Date of SATCU Placement (5)	Date of SATCU Release (6)	Billable Days in SATCU (7)
TOTAL STATE DAYS:							

- (1) Jail Booking Number
(2) Name of Parolee (May not agree with CDCR name)
(3) CDCR ID Number
(4) Enter "R" for Released or "C" for Parolee continuing into the following month
(5) Date of OHO or detention starts or the first date of invoice period
(6) Date new criminal charge filed

- (7) Date criminal charges dropped, dismissed or sentence ends
(8) Days on criminal charges – billing month only (Column 8 equals column 7 minus column 6 date)*
(9) Date OHO, or detention ends or the last day of the month.
(10) Days on Hold or Detention (Column 10 equals column 8 date minus column 5 date)*
(11) Chargeable OHO and/or Detention Days (Column 11 equals column 10 minus column 8 plus 1 column 4 equals "C").

*Includes the first, but not the last day of participation. For specific instructions in preparing the Register of Participation, see the Daily Jail Rate Manual.

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the

Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

1. Contract Disputes with Public Entities (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

3. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

4. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

5. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

6. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

7. Extension of Term

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

8. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel

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records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

9. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

10. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

11. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

12. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

13. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

14. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashing, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

15. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as

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above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For

the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

16. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

17. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

18. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

19. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

20. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

21. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

22. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

23. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the

performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

24. Mutual Hold Harmless

Contractor agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors and omissions of the Contractor or anyone for whom Contractor is legally responsible.

The State agrees, to the fullest extent permitted by law and subject to the availability of funds to hold harmless, defend and indemnify the Contractor, its officers, directors, principals and employees, from any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the State as allowed by law.

25. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of

cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

Commercial General Liability - \$1,000,000 per occurrence for bodily injury and property damage liability combined.

26. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

The following provisions apply to services provided on departmental and/or institution grounds:

27. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

28. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or

subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

29. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

30. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

31. Prison Rape Elimination Policy

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its

institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

32. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

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33. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

All costs, allowable and unallowable shall be supported by appropriate accounting records and source documentation. Allocated costs shall be supported by documentation that indicates the methodology used to allocate costs.

To be allowable, costs must meet the following criteria:

Be necessary and reasonable for the proper and efficient operation of the detention facility.

Be allocable to the detention facility.

Conform to the limitations and exclusions pursuant to the Penal Code Section 2910 and other applicable state or local laws and regulations.

Services and supplies, such as for the Sheriff's office, can be included as part of the indirect costs.

Allowed Costs

The following costs are allowed, providing they pertain to jail operations:

Salaries and Wages

Overtime

Staff Benefits¹

- Dental Insurance
- Differential Pay
- Disability Insurance
- FICA
- FICA Health Insurance
- Unemployment Insurance
- Health Insurance
- Life Insurance-Group
- Management Insurance
- O.A.S.D.I.
- Retirement
- Uniform Allowance
- Worker's Compensation
- Other Benefits

Operating Costs Include:

- Automobile Mileage
- Automobile Service and Supplies
- Bedding and Linen
- Booking Costs²
- Books
- Building Supplies
- Clothing
- Data Processing Services
- Dental Supplies
- Dining Supplies
- Drugs (over the counter medication)
- Dry Cleaning
- Duplicating
- Equipment Purchases
- Film
- Household Expenses Janitorial Supplies

Operating Costs (cont'd):

Indirect Costs³

Inmate Food Services⁴

- Kitchen Supplies
- Laboratory Services and Supplies
- Laundry Services and Supplies
- Leases and Rents of Real Property (but not property leased or rented from the City, County, or State)
- Legal Notices
- Insurance – General Liability⁵ and Malpractice
- Maintenance of Buildings
- Maintenance of Grounds
- Maintenance of Office, Computer, Printing and Lektreiver (for clothing storage and retrieval) equipment
- Medical Care provided to all inmates⁶
- Office Expenses
- Office Supplies
- Periodical Publications
- Pharmaceutical Supplies
- Postage
- Printing
- Safety Equipment Purchase and Maintenance
- Service Contracts
- Small Tools and Instruments
- Telephones
- Training and all costs associated with maintaining Officer standards
- Transportation (intra-county transportation only)
- Travel
- Utilities (electricity, gas, water, sewer and refuse collection)

¹Meal Benefits and Allowances are limited to those specifically provided for under applicable union bargaining agreements.

²Booking fees and costs associated with booking, including staff, supplies, equipment, food and medical costs.

³This is for all applicable indirect (overhead) costs of detention operation. Items that can be included are costs in the ICRP or COWCAP approved for use in the applicable year and any departmental, divisional or other applicable indirect (overhead) costs, including salaries and benefits, services and supplies, including the roll-forward amount of any adjustments and equipment costs minus any applicable revenues or reimbursements.

All indirect costs must be allocated based on the percentages that each cost center benefits from the indirect costs. Be sure to include a worksheet showing the basis for the allocation (salaries and benefits, etc.), the actual percentages used and the dollar amounts. Attach a copy of the expenditure reports even if the indirect costs were allocated.

Note: To include the ICRP or COWCAP as part of the indirect costs remove building and equipment use costs from the proposed costs. All other costs included in the ICRP or COWCAP, unless otherwise unallowable as defined in this contract, are accepted as part of the Indirect Costs, provided they have been allocated appropriately to each cost center.

Overhead costs must be allocated to each cost center or jail facility based on the appropriate percentage of that cost center or jail facility's salaries and benefits in the relationship to the total salaries and benefits of all cost centers.

The following indirect costs are allowable only in proportion to the jail operations:

- a. Citywide or countywide overhead costs from the ICRP or COWCAP as formally approved by the applicable Federal Cognizant agency or the State Controller's Office for use during the applicable year.
- b. Departmental overhead costs as indicated on the departmental ICRP.
- c. Divisional overhead costs as indicated on the divisional ICRP.

⁴Allowable food costs are limited to meals served inmates; also reference comments regarding meals and benefits allowances.

⁵General liability, per the State of California Accounting Standards and Procedures for Counties, is defined as:

"The exposure to 3rd party liability injury and/or property damage losses attributable to the broad range of governmental activities excluding losses due to malpractice and the operation of government vehicles...Usually includes errors and omissions and false arrest exposures."

⁶Routine Medical Services: Medical services that are normally provided to all prisoners in a county jail facility.

Non-Routine Medical Services: Medical services provided to an individual for a specialized or extraordinary medical condition requiring a specialist, excluding injuries sustained while in the custody of the County.

Unallowed Costs

Unallowed functions/costs generally are those for the benefit of the entire city or county rather than specifically involving the housing of inmates. The following are some of the characteristics of unallowed functions:

1. The activity is legislative in nature.
2. The activity produces benefits for jail programs, but not State inmates housed at SRJ.
3. The activity is undertaken for benefit of the entire city, county or general public.
4. The activity is a general function required to carry out the overall responsibilities of local government. Some examples of the above are: Board of Supervisors' review, advertising, salaries of elected officials and donations.

For further information on functions not allowable as indirect costs within a city or county cost plan, see Sections 2430-2440 of the Handbook of Cost Plan Procedures for California Counties, Office of the State Controller.

A detailed list of unallowable costs is indicated on the following pages. If there is a question if a specific cost is allowable, the County should contact Fiscal and Business Management Audits Unit at (916) 358-2125 for approval prior to incurring the expense or prior to including the expense.

Consistent with the Penal Code Section 2910, the following costs are unallowable when computing the County's per diem rate.

- Capital expenditures: The cost of facilities, improvements other than building fixtures, physically attached equipment, other capital assets, construction equipment and construction supplies are unallowable. Assets that meet the government's capitalization policy, such as land, improvements to land, easements, buildings, leasehold improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in government operations, have initial useful lives extending beyond one year, and are usually subject to depreciation (except for land). Capital assets do not include depletable resources such as minerals or timber.
- Commissary Costs: All expenditures incurred to support and supply a jail facility store where supplies (i.e., beverages, candy, magazines, etc.) and other amenities are sold to the inmates are unallowable.
- Communications or Radio Service: The costs of communications or radio services outside the jail facility are unallowable. Communications or radio services provided primarily for the function of protecting the public outside the detention facility are unallowable. Communications from a patrol officer's or deputy sheriff's vehicle to the detention facility are unallowable. Radio services used exclusively within the jail facility are generally considered allowable costs.
- Contingencies: Contributions to a contingency reserve or any other similar provision for unforeseen events are unallowable.
- Contributions and Donations: Contributions and donations are unallowable.
- Depreciation: The costs of depreciating capital assets are unallowable.
- Elected Officials' Salaries: The salaries and expenses of elected officials, such as members of the Board of Supervisors and the Sheriff, are considered a general cost of local government and, therefore, are unallowable. The principles are those used in developing the COWCAP as approved by the State Controller's Office.
- Encumbrances: Costs of amusements, social activities and related incidental costs (meals, beverages, lodgings, rentals, transportation and gratuities) are unallowable.
- Equipment Use Costs: Only actual use costs are allowable.
- Facility Lease or Use Costs: Except as defined in "(1)" below, the following restrictions apply:
 1. Facility lease costs are unallowable costs to the extent that Federal or State funds have been granted which cover these costs.
 2. No lease is allowable unless the lessor is a 2nd party, separate from the County government, and the lease is not for jail space. To include any lease cost in the per diem proposal, the County must include a copy of the lease and documentation of the lessor's identity and financial interest separate from the County.

3. Facility Lease or Use Costs By Special Agreement: Identify and deduct from the total cost of construction, any funds from any other levels of government for the cost of such incarceration facilities. Only the remaining or net cost of facility construction will be allowed in a proposal for reimbursement under the special agreement.

- Fines and Penalties: Costs resulting from the violations of or failure to comply with Federal, State and local laws and regulations are unallowable.
- Insurable Losses: Actual losses, which could have been covered by insurance through a self-insurance program approved by the State Controller's Office or others, are unallowable.
- Interest and Other Finance Cost: Interest and/or other finance cost on borrowings (however represented), bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith, are unallowable.
- Legal Expenses: Legal services furnished by the chief legal officer, related staff and/or assignees, for the purpose of discharging his or her general responsibilities as the legal officer are unallowable costs. Legal expenses for the prosecution of claims against the Federal or State government are also unallowable costs.

Note: Costs of County attorney as included in the ICRP or COWCAP are allowable for establishing Indirect Costs.

- Membership: The costs of membership dues are unallowable.
- Transportation: Only intra-county (within county lines) transportation costs are allowable. Inter-county transportation costs are unallowable. Transportation expenditures from a State detention facility to a county detention facility and vice versa are allowable. Transportation expenditures from a county facility to a facility of another county are not allowable.

Offsetting Reimbursements and Applicable Credits:

Costs reimbursed or funded from Federal, State, or other sources, cannot be reimbursed again under Penal Code Section 2910 or Welfare and Institutions Code Section 1776. **Dual funding is not allowable.**

All reimbursements for direct jail services must be offset against direct cost expenditures. Such offsetting reimbursements include, but are not limited to:

- Training funds supported by a Federal or State program.
- Parole revocation-hearing reimbursements for direct jail expenses, such as security staff or jail utilities, but not for the reimbursement of costs incurred outside of the jail.
- Transportation costs reimbursed by the Federal, State, or Local government through other approved programs.
- Court security service reimbursements for direct jail expenses such as for security staff.

Applicable credits refer to those receipts or reduction of expenditure-type transactions that reduce expense items included in the per diem calculation, to the extent that such revenues and credits are measurable and available for the county's detention operation. Examples of such transactions are:

- Purchase discounts
- Recoveries or indemnities on losses
- Insurance refunds or rebates
- Adjustments of overpayments or erroneous expenditure

PER DIEM CALCULATION WORKSHEET

PC2910 Contract Program

County of Alameda
And
State of California
Department of Corrections and Rehabilitation

Categories of Allowed Costs

Annual Costs

Salaries and Wages:

Staff Benefits:

Services and Supplies:

Medical Costs:

Equipment Purchases:

Indirect Costs:

Total Costs in Period _____ to _____

Total Alameda County Sheriff's Office, Santa Rita Jail inmate
bed days in period _____ to _____ :

Per Diem Rate for period _____ to _____
(Total costs / Total inmate days)

**PER DIEM CALCULATION
CERTIFICATION**

I, _____, certify that I am duly authorized as an official of the COUNTY OF ALAMEDA to sign this certification, and that to the best of my knowledge the financial information provided in the accompanying Cost Reports under _____ are true and correct as prepared from the books and records of the Alameda County Sheriff's Office, 5325 Broder Blvd., Dublin, CA. 94568, in accordance with applicable instruction.

PRINT: Last Name, First, Middle Initial

Title:

Signature:

Date: